

EXHIBIT A

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Scott G. Weber, Clerk
Clark County

Insurance Commissioner
ACCEPTED SOP

MAY 22 2023

TIME 1pm

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR CLARK COUNTY

SHERMAN CARRILLO,

Plaintiff,

v.

THE STANDARD FIRE INSURANCE
COMPANY, doing business as
TRAVELERS INSURANCE, a foreign
corporation doing business in Washington,

Defendant.

No. 23-2-01102-06

COMPLAINT FOR RELIEF AND
DAMAGES FOR BREACH OF
CONTRACT, BREACH OF DUTY
OF GOOD FAITH, VIOLATION OF
INSURANCE FAIR CONDUCT ACT
AND VIOLATION OF CONSUMER
PROTECTION ACT

COME NOW, Plaintiff, Sherman Carrillo, by and through his attorney of record,
Gavin Flynn, Attorney at Law and alleges:

1. IDENTIFICATION OF PARTIES

1.1 Sherman Carrillo is a resident of the State of Washington at all material times.

1.2 The Standard Fire Insurance Company, doing business as Travelers Insurance,
(hereafter "Travelers Insurance"), a foreign corporation, is authorized to transact insurance
business in the State of Washington.

2. JURISDICTION AND VENUE

2.1 This court has jurisdiction of this matter as Sherman Carrillo resides in Cowlitz
County Washington; the defendant does business in Clark and Cowlitz County, Washington; the

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1 Insurance Contract between the parties was signed in Washington and all conduct alleged herein
2 occurred in Clark County, Washington.

3 2.2 The cause of actions against the Defendant arose in Clark County, Washington
4 and venue is proper herein pursuant to RCW 48.05.220.

5 2.3 Any other applicable claims filing requirements have been met and this action is
6 timely commenced.

7 **3. FACTUAL ALLEGATIONS**

8 The Insurance Contract

9
10 3.1 Travelers Insurance does business including marketing, selling and maintaining
11 automobile insurance policies to Washington residents.

12 3.2 Personal Injury Protection (“PIP”) coverage is additional coverage designed to
13 protect an insured customer regardless of the fault of any party and covers loss of income
14 subject to certain limits.

15 3.3 Travelers Insurance sold an automobile insurance policy to Sherman Carrillo
16 and charged him an additional premium to provide PIP coverage.

17 3.4 Sherman Carrillo had fully paid his insurance premiums to Travelers Insurance
18 for automobile insurance, including the additional premium for PIP coverage.

19 3.5 Sherman Carrillo was insured with Travelers Insurance and in good standing at
20 all material times.

21 3.6 On February 2, 2022, A drunk driver negligently collided with the vehicle
22 Sherman Carrillo was in.
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1 3.7 Sherman Carrillo was working as a Highway Maintenance worker for the State
2 of Washington on I-5 in Clark County Washington.

3 3.8 As a result of the collision, Sherman Carrillo suffered injuries and was unable to
4 work for over a year, beginning on the day of the collision, February 2, 2022.

5 3.9 The State of Washington paid Sherman Carrillo a limited amount of loss of
6 income benefits.

7 3.10 Sherman Carrillo's loss of income benefits from the State of Washington did not
8 pay for all the income he lost.

9 3.11 On March 30, 2022, Sherman Carrillo asked for a PIP application to submit a
10 request for time loss benefits.

11 3.12 On April 18, 2022, Travelers Insurance provided an application.

12 3.13 On May 6, 2022, Sherman Carrillo timely submitted a claim to Travelers
13 Insurance for the remaining loss of income, indicating to Travelers Insurance that starting
14 February 3, 2022, he hasn't been able to work.

15 3.14 To calculate Sherman Carrillo's loss of income, Travelers Insurance chose to
16 determine a weekly average using four pay periods.

17 3.15 The final pay period Travelers relied on was from February 1, 2022, until
18 February 15, 2022.

19 3.16 As Sherman Carrillo was hit on February 2, 2022, he only worked two (2) of the
20 15 days considered and didn't work for any of the other 13 days in that pay period.

1 3.17 On January 30, 2023, Sherman Carrillo contacted Travelers Insurance and asked
2 them to recalculate his income loss without using the period when he was mostly unable to
3 work.

4 3.18 Sherman Carrillo pointed out that using the correct amounts would increase his
5 income loss benefits by \$9,201.40 over the span of the time he has been out of work.

6 3.19 Sherman Carrillo told Travelers Insurance he had filed a 20-day notice of intent
7 to file suit under the Insurance Fair Conduct Act.

8 3.20 On March 30, 2023, Travelers Insurance notified Sherman Carrillo they would
9 pay an additional \$1,747.92. Travelers did not explain how they arrived at that number.
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11 3.21 On March 30, 2023, Sherman Carrillo contacted Travelers Insurance and asked
12 how Travelers arrived at the new amount, what method Travelers Insurance is now using, and
13 what dates Travelers is using to come up with Sherman's calculations.

14 3.22 Travelers Insurance never responded to Sherman Carrillo's requests for an
15 explanation.
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17 **4. VIOLATION OF THE INSURANCE FAIR CONDUCT ACT**

18 4.1 Sherman Carrillo re-alleges Sections 1 through 3 above as if fully set forth
19 herein.

20 4.2 Travelers unreasonably denied payment of benefits as set forth above; and

21 4.3 Sherman Carrillo was damaged; and

22 4.4 Travelers Insurance's acts or practices was a proximate cause of Sherman
23 Carrillo's damages.
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1 4.5 Sherman Carrillo reserves the right to amend if discovery unveils evidence to
2 support additional claims.

3 **5. BREACH OF CONTRACT**

4 5.1 Sherman Carrillo re-alleges Sections 1 through 3 above as if fully set forth
5 herein.

6 5.2 Travelers Insurance entered into a contract with Sherman Carrillo to pay for his
7 income loss if he lost work due to injuries from a car collision.

8 5.3 Travelers Insurance breached this contract by using unfair methods to reduce the
9 amount of income loss benefits it would pay to Sherman Carrillo.

10 5.4 Sherman Carrillo sustained damages as a result of Travelers Insurance unfair
11 methods by receiving less income loss benefits than he was entitled to.

12 5.5 Sherman Carrillo seeks a judgment against Travelers Insurance for damages in
13 an amount to be proven at trial.

14 5.6 Sherman Carrillo reserves the right to amend if discovery unveils evidence to
15 support additional claims.

16 **6. BREACH OF COMMON LAW DUTY TO ACT IN GOOD FAITH**

17 6.1 Sherman Carrillo re-alleges paragraphs 1 through 3 above as if fully set forth
18 herein.

19 6.2 Travelers Insurance owed Sherman Carrillo a common law duty of good faith
20 when adjusting his claim.

21 6.3 Travelers Insurance has a duty to deal fairly with its insured customers.

22 6.4 Travelers Insurance breached their duty of good faith as set out above.
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6.5 Sherman Carrillo suffered damages as a result of these breaches.

6.6 Travelers Insurance's actions are tortious and breach its duty of good faith, causing injuries and damages in a total amount to be proven at the time of trial.

6.7 Sherman Carrillo reserves the right to amend if discovery unveils evidence to support additional claims.

7. VIOLATION OF THE CONSUMER PROTECTION ACT

7.1 Sherman Carrillo re-alleges paragraphs 1 through 3 above as if fully set forth herein.

7.2 Travelers Insurance engaged in unfair or deceptive acts or practices when investigating and processing Sherman Carrillo's PIP claim.

7.3 The act or practice occurred in the due conduct of Travelers Insurance's trade or commerce.

7.4 The acts or practices affect the public interest.

7.5 Sherman Carrillo was injured in his property interests.

7.6 Travelers Insurance's acts or practices were the proximate cause of Sherman Carrillo's injuries.

7.7 Sherman Carrillo reserves the right to amend if discovery unveils evidence to support additional claims.

8. RELIEF SOUGHT

8.1 Sherman Carrillo seeks and is entitled to all compensatory and exemplary damages for any and all injuries, harms, economic and non-economic damages, or losses.

8.3 Sherman Carrillo seeks and is entitled to injunctive relief against the Travelers Insurance, restraining and prohibiting it from practicing similar acts and conduct.

DATED this 4th day of May, 2023.

Gavin Flynn Attorney for Sherman Carrillo
W.S.B.A. #25781